

**SETTLEMENT AGREEMENT BETWEEN MISSOURI DENTAL BOARD
AND STEPHANIE MULLINS, D.D.S.**

Come now Stephanie Mullins, D.D.S. ("Licensee") and the Missouri Dental Board ("Board") and enter into this Settlement Agreement between the Missouri Dental Board and Stephanie Mullins, D.D.S. ("Settlement Agreement") for the purpose of resolving the question of whether Licensee's license as a dentist will be subject to discipline. Pursuant to the terms of § 536.060, RSMo,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensee's license, and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo. Licensee enters this Settlement Agreement for the purposes of settlement only and to avoid the additional expense of litigation. This Settlement Agreement shall fully and finally resolve all complaints and disciplinary matters currently outstanding and within the Board's knowledge. However, nothing herein shall prevent the Board from taking additional action against Licensee in the event complaints or facts giving rise to discipline are provided to the Board subsequent to this Settlement Agreement.

Licensee acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges against her proven upon the record by a preponderance of the evidence; the right to cross-examine any witnesses appearing at the hearing against her; the right to present evidence on her own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against her and, subsequently, the right to a disciplinary hearing before the Board at which time she may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against her license. Being aware of these rights provided her by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this settlement agreement and agrees to abide by the terms of this document, as they pertain to her.

¹ All statutory references are to Missouri Revised Statutes 2000, as amended, unless otherwise indicated.

Licensee acknowledges that she has received a copy of the investigative report and/or other documents relied upon by the Board in determining there was cause to discipline her license, along with citations to law and/or regulations the Board believes was violated.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Licensee's license, numbered 2002011111 is subject to disciplinary action by the Board in accordance with the provisions of Chapters 621 and 332, RSMo.

Joint Stipulation of Fact and Conclusions of Law

1. The Missouri Dental Board ("Board") is an agency of the State of Missouri created and established pursuant to § 332.021, RSMo, for the purpose of executing and enforcing the provisions of Chapter 332.

2. Licensee Stephanie Mullins, D.D.S. is licensed by the Board as a dentist, License No. 2002011111. Licensee's Missouri license is, and was at all times relevant herein, current and active.

3. In 2014, as part of an investigation into a complaint filed with the Board, the Board audited Licensee's patient charts, prescribing of medication and record keeping.

4. With respect to Patient 1, Licensee's patient record shows that prescriptions were called in for the patient on December 6 and 18, 2011, January 6, 2012, April 16, 2012, August 6, 2012 and April 29, 2014, however, the Board's audit reflected a total of 19 controlled substance prescriptions for Patient 1 over a five year period. The specific prescription medication called in was not identified in the patient record for the six prescriptions that were reflected in the records. The only information accompanying the patient record included a hand-written note stating "in chart called in." The medications called in were both controlled and noncontrolled.

5. With respect to Patient 2, the audit showed that Licensee wrote a prescription for 10 tablets of Valium, 10 milligrams to Patient 2. The patient underwent five procedures performed by

Licensee over several months, however the patient's record did not adequately reflect all five of the procedures performed.

6. With respect to Patient 3, the patient underwent three root canals under Licensee's care. Medication prescribed to Patient 3 as a result of these procedures was not reflected in the patient's record.

7. With respect to Patient 4, Licensee prescribed both controlled and noncontrolled substances to Patient 4, even though the patient's record did not indicate any prescriptions were authorized.

8. On July 9, 2014, the Board's investigator conducted an infection control inspection at Licensee's office. Although there was no indication of infection or unsanitary conditions in Licensee's office, the record of spore testing in Licensee's office revealed that testing was performed on a weekly basis when the office was open for business rather than every seven calendar days as required by the Centers of Disease Control recommendations.

9. Section 332.052, RSMo, states, in relevant part:

1. Dentists shall maintain an adequate and complete patient record for each patient and may maintain electronic records provided the record-keeping format is capable of being printed for review by the board.

10. Licensee's conduct, as described above, constitutes grounds for the Board to take disciplinary action against Licensee's license under § 332.321.2 (6) and (13), RSMo, which state in pertinent part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any permit or license required by this chapter or any person who has failed to renew or has surrendered his or her permit or license for any one or any combination of the following causes:

...

- (6) Violation of, assisting, or enabling any person to violate, any provision of this chapter, or

any lawful rule or regulation adopted pursuant to this chapter;

...

(13) Violation of any professional trust or confidence;

Joint Agreed Disciplinary Order

11. Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of § 621.045.3, RSMo:

12. The terms of discipline shall include that Licensee's licensee, license number 20020111111, be **CENSURED**.

13. The parties to this Agreement understand that the Missouri Dental Board will maintain this Agreement as an open record of the Board as provided in Chapters 332, 610 and 324, RSMo.

14. The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither this settlement agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.


15. Licensee, together with her heirs and assigns, and her attorneys, do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this settlement agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this settlement agreement in that it survives in perpetuity

even in the event that any court of law deems this settlement agreement or any portion thereof to be void or unenforceable.

16. If no contested case has been filed against Licensee, Licensee has the right, either at the time the settlement agreement is signed by all parties or within fifteen days thereafter, to submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the settlement agreement constitute grounds for denying or disciplining the license of the licensee. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit this request to: **Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65101.**

17. If Licensee has requested review, Licensee and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's license and issue findings of act and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect. If Licensee does not request review by the Administrative Hearing Commission, the settlement agreement goes in to effect 15 days after the document is signed by the Executive Director of the Board.

LICENSEE


Stephanie Mullins, D.D.S.

Date 8-30-16

BOARD


Brian Barnett,
Executive Director
Missouri Dental Board

Date 9/12/2016